

Terms of Business

1. General Application

1.1. These terms and conditions (**Terms**) apply to all contracts between PMI and Client in relation to the provision of Services to Client by PMI. These Terms prevail over any terms and conditions of Client.

1.2. **CONSUMER CONTRACTS :** Nothing in these Terms shall affect the statutory rights of a consumer.

2. Definitions and Interpretation

2.1. In this Agreement, unless the context otherwise requires, the following words have these meanings :

Agreement means the agreement between PMI and Client for PMI to provide Services to Client in accordance with these Terms together with any Part A (**Cover Sheet**) and Part B (the **Details**) where applicable.

Deliverable(s) means Documents, products, materials, work, specifications and solutions developed for Client by PMI in the provision of the Services and which may be more particularly set out in the Details.

Documents includes in addition to any document in writing, any drawing, map, plan, schematic, diagram, design, picture or other image, however recorded and preserved embodying information in any form.

Fee means the fee for the Services specified in the Details or otherwise agreed between the parties.

Services means the services to be provided to Client by PMI (including a Public Training Seminar) that may be more particularly set out in the Details as modified by agreement of the parties from time to time.

Third Party Material means material in any form, the intellectual property rights subsisting in which are owned by or exclusively licensed by a third party.

PMI Materials means all Documents, information and materials created and/or provided by PMI relating to the Services and/or Deliverables.

Public Training Seminar means the provision by PMI to Client of a seminar,

course, programme (including related Documentation).

2.2. References to clauses (except where the context otherwise requires) are references to the clauses referred to herein. Any reference in these Terms to a provision or statute shall be construed as a reference to that provision as amended or re-enacted from time to time.

3. Services and Appointment

3.1. PMI are appointed on a non-exclusive basis and nothing in the Agreement shall prevent PMI from contracting or dealing with any other clients in relation to the Services or similar services.

3.2. A quotation for Services provided to Client by PMI does not constitute an offer and PMI reserves the right to withdraw or revise a quotation at any time prior to entering into an Agreement. All statements whether written or oral, including descriptions, illustrations, or specifications concerning the Services made or given by PMI before entering into an Agreement, whether in brochures, leaflets, publications proposals or otherwise are for the purposes of information and guidance only.

3.3. Subject to prompt payment of outstanding amounts by Client and/or any delay reasonably incurred by PMI or which is beyond PMI's reasonable control, PMI shall use reasonable endeavours to deliver the Deliverables to Client on such dates as Client and PMI agree, but such dates shall be estimates only and time shall not be of the essence.

3.4. Client and PMI shall provide each other with clear and accurate information and co-operate in relation to the provision of the Services.

3.5. Client must obtain all necessary licences, permissions and approvals, if any, required for the carrying out of the Services, other than those held by PMI for the conduct of its business.

4. Payment

4.1. Client will pay the Fee to PMI at the times and in the manner outlined in this Agreement. Time for payment shall be of the essence and PMI may suspend or cancel its carrying out of the Services without liability if the Fee is not paid when due.

- 4.2. Unless otherwise stated the Fee is exclusive of VAT and all other taxes, duties and charges, and Client shall be liable for such VAT, taxes, duties or charges which will be payable by Client to PMI in addition.
- 4.3. If a fixed fee is specified in the Details, that fee is only applicable to the provision of the Services. PMI will charge for any additional work in the amount and manner agreed in writing by the parties, or if not so agreed, at PMI's then current standard hourly rates.
- 4.4. All approved expenses incurred by PMI in the performance of the Services will be fully reimbursed by Client. On Client request prior to payment, PMI shall provide receipts for such expense claims.
- 4.5. Expenses and disbursements will be invoiced at the same time as fee invoices.
- 4.6. Subject to Clause 4.7 and 4.8, Client must pay in full and cleared funds all amounts owing under this Agreement within 30 days of receipt of the relevant PMI invoice.
- 4.7. **Public Training Seminars:** Client shall pay the fee in full and cleared funds for Public Training Seminars 21 working days prior to the scheduled commencement date of the relevant Public Training Seminar. Non-receipt of any part of the fee by the time stated may mean that PMI will not deliver the Public Training Seminar to Client. Any changes, postponements or alterations to a Public Training Seminar booking will be charged at £250 per incidence of change. Delegates may be substituted at any time prior to a Public Seminar commencing.
- 4.8. **Purchase of products:** Where Client purchases any products, goods, books, software, publications or other materials from PMI Client shall make payment in full and cleared funds prior to despatch by PMI.
- 4.9. **Handling Fee:** Where payment is made by credit card or debit card a further 2% in addition is payable by Client as a handling fee.
- 4.10. **Interest :** PMI may charge interest at 1% per month on all overdue amounts.
- 4.11. All amounts owing under this Agreement will be invoiced by PMI and paid by Client in sterling (£) currency.

5. Confidential Information

- 5.1. In providing the Services, both PMI and Client shall take all reasonable measures and precautions to safeguard any confidential information and data in its possession concerning the affairs of the other and in any event such measures and precautions shall be no less stringent than operated from time to time by that party in respect of data concerning its own internal affairs.
- 5.2. On termination of this Agreement or demand by the disclosing party, all confidential information supplied to the recipient by or on behalf of the disclosing party is to be returned to the disclosing party or destroyed as directed by the disclosing party.

6. Intellectual Property

- 6.1. Client acknowledges that title to and all intellectual property rights in all existing PMI Materials will remain with PMI.
- 6.2. The property and any copyright or any other intellectual property rights and any information, reports, drawings, designs or written or electronic information or other products generated or used by PMI in the course of the provision of the Services (hereinafter referred to as the "**Materials**") shall be and remain vested in PMI. Subject to PMI receiving the payment in full and cleared funds of all amounts owing under this Agreement, PMI grants Client the right to use the PMI Materials and/or Materials for the purposes of utilising the Services only.
- 6.3. Client shall not use the PMI Materials and/or Materials for any other purpose without the prior written consent of PMI and upon such terms as may be agreed by PMI. PMI shall not be liable for the use by any person of the PMI Materials and/or Materials for any other purpose other than that for which the same were prepared by or on behalf of PMI.

7. Service Warranty

- 7.1. PMI shall exercise reasonable skill and care in the provision of the Services and warrants that the Services will be provided to Client by competent personnel. PMI warrants that it has not infringed any person's copyright in the provision of the Services and will not knowingly provide Services that infringe any other intellectual property rights or any third party rights.

7.2. Except for the warranty in clause 7.1 and to the full extent permitted by law, PMI excludes all warranties, terms, conditions or undertakings whether express or implied, written or oral, statutory or otherwise including any implied warranty of satisfactory quality or fitness for a particular purpose in respect of the Services or the Deliverables.

7.3. In the event that any Services fail to comply with the standard at clause 7.1, PMI will, at its option and provided it is promptly notified in writing by Client of such failure, either repeat such non-complying Services at no additional charge or refund to Client all fees paid by Client with respect to such non-complying Services. Where PMI repeats such Services, any time specified in the Details shall be extended accordingly.

8. LIMITATION OF LIABILITY

8.1. PMI bears unlimited liability for death or personal injury arising from its negligence incurred while PMI is performing the Services.

8.2. PMI will not be liable either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage arising from this Agreement (even if PMI has been advised of the possibility of such damages) for which Client pays, suffers or is liable.

8.3. The liability of PMI for all claims in aggregate for any loss suffered by Client (except for those losses with unlimited liability under clause 8.1 or losses excluded under clause 8.2) for any cause of action will be limited to the extent permitted by law to the Fee paid to PMI under this Agreement.

9. Term and termination

9.1. This Agreement will terminate in accordance with the term specified in the Details (unless the parties agree in writing to extend the term) or following conclusion of the Services unless this Agreement is terminated in accordance with clause 9.2.

9.2. Either party may terminate the Agreement by written notice to the other party if (a) in the reasonable opinion of the non-breaching party, the breaching party is in breach of its obligations under the Agreement and fails to remedy that breach

within 21 days of being requested in writing by the non-breaching party to do so ; or (b) an order is made or a resolution is passed for the winding-up of the other party, or or an order is made for the appointment of an administrator or receiver or circumstances arise which entitle a court of competent jurisdiction to make any such order of the other party.

9.3. Client must pay PMI for all Services rendered and expenses incurred up to the date of termination.

9.4. Clauses 4, 5, 6, 8, 9.2 and 17 of this Agreement survive the termination or expiration of this Agreement.

10. Cancellation

10.1 PMI may cancel or suspend the Services or a Deliverable in the event of a delay reasonably incurred by PMI or an event that is beyond PMI's reasonable control. In the event that PMI exercises its right under this clause 10.1 to cancel, Client shall be entitled to a refund of the fees already paid to PMI with respect to such cancelled Services.

10.2 In the event of cancellation and/or postponement (**Cancellation**) by Client, PMI reserves the right to charge Client the following:

(a) 15% of the total fee payable for Services if Cancellation is received by PMI in writing more than two calendar months prior to the scheduled date of commencement of the Deliverable;

(b) 40% of the total fee payable for Services if Cancellation is received by PMI in writing more than one calendar month, but less than two calendar months prior to the scheduled date of commencement of the Deliverable;

(c) 75% of the total fee payable for Services if Cancellation is received by PMI in writing not more than one calendar month prior to the scheduled date of commencement of the Deliverable; and

(d) 100% of the total fee payable for Services if Cancellation is received by PMI in writing not more than two weeks prior to the scheduled date of commencement of the Deliverable;

11. Relationship

- 11.1. Client and PMI agree that their relationship is one of principal and independent contractor and not of agency, partnership or employment.

12. Data Protection

- 12.1. Each party shall ensure that it complies with its obligations under the Data Protection Act 1998 in relation to any personal data it supplies to the other party.

13. Subcontracting

- 13.1. PMI may subcontract any part of the Services.

14. Assignment

- 14.1. A party may not assign or otherwise deal with their rights under this Agreement without the prior written consent of each other party.

15. Notices

- 15.1. Notices under this Agreement must be in English and in legible writing and must be delivered to the address specified for each party in the Details or as otherwise notified by that party.

16. Force Majeure

- 16.1. Neither party shall be liable to the other for any failure to perform or delay in performance of its obligations under this Agreement caused by act of God, war, civil disturbance, acts of terrorism, the act of any government or authority (including revocation of any licence or consent), fire, flooding, explosion, natural disasters or other events beyond its reasonable control. Should such an event of force majeure continue for longer than one month, the party adversely affected may terminate this Agreement immediately without further liability other than those liabilities which had already accrued at the date of termination.

17. Applicable Law

- 17.1. The laws of England apply to this Agreement and the parties submit to the exclusive jurisdiction of the English Courts.

18. General

- 18.1. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and

understandings whether verbal or in writing.

- 18.2. This Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of the parties.

- 18.3. The failure of either party to assert any of its rights hereunder, including the right to terminate this Agreement for cause, shall not be deemed to constitute a waiver by that party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

- 18.4. Any provision of this Agreement which is or becomes illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability and will not invalidate the remaining provisions.

- 18.5. Nothing in this Agreement is intended to give any enforceable rights to any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.